



STATE OF NEW HAMPSHIRE
DEPARTMENT OF CORRECTIONS
DIVISION OF ADMINISTRATION

P.O. BOX 1806
CONCORD, NH 03302-1806

603-271-5610 FAX: 603-271-5639
TDD Access: 1-800-735-2964

William L. Wrenn
Commissioner

Bob Mullen
Director

Date Posted: 1/5/2010

Request for Proposals (RFP)
Terms and Conditions

Re: RFP Title: Outpatient Renal Hemodialysis Services

RFP Number: NHDOD 10-04-GFMED

RFP Due Date: 2/8/2010, **no later than 2:00PM, EST**

RFP Service Region: Northern NH Correctional Facility: Northern Correctional Facility (NCF), Berlin, NH and Southern NH Correctional Facilities: NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH and NH State Prison for Women (NHSP-W), Goffstown, NH.

NH Department of Corrections Mission Statement: *Our Mission is to provide a safe, secure, and humane correctional system through effective supervision and appropriate treatment of offenders, and a continuum of services that promote successful re-entry into society for the safety of our citizens and in support of crime victims.*

This mission is supported through contracts with non-profit corporations; public corporations; public agencies (agency or department of municipal, county or state government); or by private proprietorships, partnerships, or corporations; or a consortium of public, non-profit, and private entities, that are awarded contracts through the State of New Hampshire Request for Proposals (RFP) process. These entities are herein after known as the "Vendor," "Contractor," or "Bidder."

A. TERMS, CONDITIONS AND PROCEDURES FOR SUBMITTING PROPOSALS

1. Brief Description:

Attached is a Request for Proposals and Contract format for providing Outpatient Renal Hemodialysis Services for the New Hampshire Department of Corrections (herein known as the "NHDOD," "State," "Corrections," or "Department"). A Contract awarded by the NH Department of Corrections as a result of this RFP is expected to be effective for the period beginning 5/1/2010 through 4/30/2012 with an option to renew for an additional period of up to two (2) years only after the approval of the Commissioner of Corrections and the Governor and Executive Council (G&C) of the State of New Hampshire.

2. Vendor Conference:

The NH Department of Corrections will hold a **non-mandatory** Vendor's Conference with all prospective Vendors for the purpose of answering any technical questions related to the services requested and/or to the requirements of the RFP. This Vendor Conference will be held on **1/29/2010 at 1:00PM, EST at the NH Department of Corrections, 4th Floor Conference Room, 105 Pleasant Street, Concord, NH 03301.**

2.1. The purpose of the Vendor Conference is to:

2.1.1. request clarification of any section of the RFP;

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- 2.1.2. request changes to the RFP of requirements considered so restrictive as to prohibit or discourage responses;
- 2.1.3. offer suggestions or changes to the RFP which could improve the RFP competition or lower the offered price;
- 2.1.4. review any applicable documentation.
- 2.2. Non-attendance to the Vendor's Conference **does not** prohibit Bidders from submitting a proposal.
- 2.3. RSVP to attend the Vendor's Conference:
 - 2.3.1. Vendors are requested to RSVP, **in writing to Joyce Leeka**, via US Mail, fax or e-mail, see below for contact information, by 1/27/2010 indicating the number of individuals (maximum of 2) who will attend the Vendor Conference;
 - 2.3.2. The document to be used to RSVP your attendance is the last page of this RFP.

3. Facility Tours: (THIS SECTION IS NOT APPLICABLE)

4. Proposal Inquiries:

An individual who is authorized to commit the organization to provide the services necessary to meet the requirements of this RFP must submit all inquiries.

- 4.1. Inquiries shall be received no later than 2:00PM, EST on 1/19/2010.
- 4.2. Answers to all written inquiries received will be posted on the NH Department of Corrections website: <http://www.nh.gov/nhdoc/business/rfp.html> on or prior to 1/25/2010.
- 4.3. All inquiries concerning this RFP shall be made in writing, citing the RFP Title, RFP Number, Page, Section, and Paragraph, submitted to:

<p>NH Department of Corrections Medical Operations Administrator Attn: Joyce Leeka PO Box 1806 Concord, NH 03302-1806 jleeka@nhdoc.state.nh.us Fax number: 603-271-5639</p>
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5. Last Date of Vendor Inquiries:

Inquiries shall be received no later than 2:00PM, EST on 1/19/2010. Inquiries received after this date and time shall be addressed only if they are deemed by the NH Department of Corrections to be critical to the competitive bid process. An official written answer shall be posted on the NH Department of Corrections website to all questions meeting these requirements.

6. Letter of Intent:

Letter of Intent to RSVP to attend the Vendor's Conference is located as the last page of this RFP.

7. Specifications:

Vendors must submit their proposal as specified. Vendors shall be notified in writing if any changes to proposal specifications are made. Verbal agreements or instructions from any source are not authorized.

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8. Proposal/Format Submissions:

- 8.1. Please submit **one (1) original** and complete proposal for the Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Pyschiatric Unit (SPU), Concord, NH, and the NH State Prison for Women (NHSP-W), Goffstown, NH, signed as appropriate and initialed on each page in **blue ink**.
The original copy must be typed or clearly printed in **black ink**. All corrections **must be initialed** by the person with official authority to sign the contract.
- 8.2. In addition, submit **two (2) photocopies** and **one (1) CD** (MS Word, MS Excel format only) of the proposal(s).
- 8.3. Proposals that are not complete or unsigned shall be considered "technically non-compliant."
- 8.4. Proposals received after the deadline shall be considered "technically non-responsive." The prospective Vendor shall be so notified by the NH Department of Corrections, and the proposal shall be sent back to the prospective Vendor unopened and unevaluated.
- 8.5. Proposals **must be sealed** or they shall not be accepted.
- 8.6. **Do not staple** any part of the proposal(s). **Do not use three (3) ring binders** for any part of the proposal(s).
- 8.7. Please use only binder clips to secure and/or separate sections of the proposal(s).
- 8.8. **Sealed proposal(s) shall follow the sequence of the Proposal Check Sheet.**
- 8.9. Absence of any documentation identified in the Proposal Check Sheet may be considered "technically non-compliant."
- 8.10. Proposals shall be submitted by the prospective Vendor and received by the NH Department of Corrections no later than 2:00PM, EST on 2/8/2010 to be considered.

9. Submission Criteria:

Proposals that are not complete or unsigned shall not be considered. Any proposal received after the deadline shall be considered "technically non-responsive" and the Vendor will be so notified by the NH Department of Corrections.

10. Document Alterations/Changes/Omissions:

It is unlawful to make any alteration(s) to the text or format of this document, or the text or format of any addendum, or attachment to this document. A signature on the Cover Sheet of the person authorized to legally bind the Vendor to the terms of this RFP signifies that no alterations have been made to the original text or format of this RFP. Any alterations made to the original text of this document may result in the proposal being considered "technically non-compliant."

11. Evaluation Criteria/Procedural:

- 11.1. The proposal shall be subject to a procedural review by the Contract Administrator prior to any other evaluation review to ensure the proposal(s) submitted:
 - 11.1.1 conforms to the instructions and format contained within the RFP;
 - 11.1.2. is properly executed and complete; and
 - 11.1.3. contains all required supporting documentation.

12. Other Contractual Documents Provided by the NH Department of Corrections:

The Comprehensive General Liability Insurance Acknowledgement Form, the Certificates of Vote/Authority, State Long Form Contract P-37 form, version 1/09, the Alternate W-4 are located as separate links on the New Hampshire Department of Corrections website: <http://www.nh.gov/nhd/doc/business/rfp.html>

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13. Labeling and Addressing the Proposal for Submission:

Please clearly mark the outside of your envelope *Outpatient Renal Hemodialysis Services (NHDOC 10-04-GFMED)*. Proposals must be received by Jennifer Lind, Acting Contract Administrator, PO Box 1806, Concord, NH 03302-1806 or hand delivered to Room 329, on the third (3rd) floor of the Main Building of the Governor Gallen State Complex, 105 Pleasant Street, Concord, NH no later than **2/8/2010 at 2:00PM, EST** to be considered.

14. Cancellation:

The NH Department of Corrections reserves the right to accept or reject any or all proposal(s) and to cancel this RFP in whole or in part upon written or published notice of intent to do so. Financial responsibility for preparation of proposals is the sole responsibility of the Vendor.

15. Financial Commitment:

Financial commitment by the NH Department of Corrections shall not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a contract.

16. Rejection of Proposals:

- 16.1. Proposal(s) shall be rejected at any time if the Vendor:
 - 16.1.1. has any interest that shall, in the sole discretion of NH Department of Corrections, conflict with performance of services for the State;
 - 16.1.2. fails to demonstrate to the satisfaction of NH Department of Corrections that it is in sound financial condition;
 - 16.1.3. fails to make an oral presentation if requested by NH Department of Corrections at a time, place, and in a manner satisfactory to NH Department of Corrections; and
 - 16.1.4. fails to reach agreement with NH Department of Corrections on any and all contract terms.

17. Other Remedies for “Technically Non-Compliant”:

- 17.1. The NH Department of Corrections, in its sole discretion, may determine that non-compliance with any RFP requirement is insubstantial. In such cases the NH Department of Corrections may:
 - 17.1.1. seek clarification;
 - 17.1.2. allow the Vendor to make corrections; or,
 - 17.1.3. apply a combination of the two remedies.

18. Addendum(s) and/or Amendment(s) to, or Withdrawal of the RFP:

- 18.1. If NH Department of Corrections decides to amend or clarify any part of this RFP, a written amendment shall be provided to all Vendors on the NH Department of Corrections website: [http://www.nh.gov/nhdoc/business/rfp.html](http://www.nh.gov/nhd/doc/business/rfp.html).
- 18.2. The NH Department of Corrections, at its discretion, may amend the RFP at any time prior to the award of a Contract and/or terminate this procurement in whole or in part at any time.
- 18.3. The NH Department of Corrections at its discretion may request clarification from a Vendor of a proposal submitted.
- 18.4. Whereas the Department may modify the RFP and as a result of a modification the Department believes that Vendors will not have enough time to effect changes necessary to their proposal(s) prior to the Proposal Due date listed in Table 32.1., the Department may postpone the Proposal Due date for a period of up to thirty (30) days in the best interest of the State and/or to allow for fairness in the competitive bidding process. Notice of this postponement shall be posted on the NH Department of Corrections website with the RFP prior to the Proposal Due Date listed in this RFP.

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19. Proposal Submission:

- 19.1. Prospective Vendors shall comply with instructions as specified in the Terms and Conditions of the RFP, submit all documents with the Proposal as identified in the Proposal Check Sheet, and ensure sealed offers are received by the date, time and location identified herein.
- 19.2. The Vendor is cautioned that their proposal shall be subject to acceptance by the NH Department of Corrections without further clarification.

20. Competition:

The NH Department of Corrections encourages free and open competition among Vendors. Specifications, proposals and conditions are designed to accomplish this objective, consistent with the NH Department of Corrections needs and guidelines.

21. Collusion:

The Vendor's signatures and initials on a proposal submitted in response to this RFP guarantees that the prices quoted have been established without collusion with other eligible Vendors and without effort to preclude the State of New Hampshire from obtaining the best possible competitive proposal.

22. Disclosure of Sealed Proposal:

A Vendor's disclosure or distribution of proposals other than to the NH Department of Corrections shall be grounds for disqualification.

23. Oral Presentation:

Prior to the determination of the award, Vendor(s) may be required to make an oral presentation to clarify any portion of their response or to describe how the service requirements shall be accomplished. Vendor finalists may be asked to conduct the presentation at a time period designated by the NH Department of Corrections.

24. Terms of Submission:

All material received in response to this RFP shall become the property of the NH Department of Corrections and shall not be returned to the Vendor. Regardless of the Vendor(s) selected, the NH Department of Corrections reserves the right to use any information presented in a proposal. The proposal content that makes up the Vendor's awarded contract shall become public information upon approval of the Governor and Executive Council.

25. Vendor Responsibility:

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the RFP, their proposal(s) and any resulting contract.

26. Evaluation and Award of Contract:

- 26.1. The NH Department of Corrections has approved this RFP for issuance. The RFP process is a procurement option allowing the NH Department of Corrections to award a contract based upon the evaluation criteria established by the NH Department of Corrections.
- 26.2. Upon review by the NH Department of Corrections and approval by the Governor and Executive Council, the signed Contract shall become valid.
- 26.3. The NH Department of Corrections, may, upon determining that no satisfactory proposals have been received for these services, negotiate with a successful applicant for a related service to include this particular service as part of the service package and/or issue another RFP for this particular service.
- 26.4. Evaluation of proposals shall be based on evaluation criteria established by the NH Department of Corrections.

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27. Liability:

The NH Department of Corrections shall not be held liable for any costs incurred by the Vendor in the preparation of their proposal, or for work performed prior to contract issuance.

28. Best Interest of the State:

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from Vendors submitting acceptable and/or potentially acceptable proposals.

28.1. The “*BEST AND FINAL OFFER*” would provide Vendor’s the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

28.2. The “*BEST AND FINAL OFFER*” shall provide the NH Department of Corrections the opportunity to modify volume indicators and cost categories, if applicable, identified in Exhibit B of this document. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

29. Proposal Review and Evaluation Criteria:

29.1. The NH Department of Corrections shall conduct an objective review of the proposal(s) received in response to this RFP process. The evaluation shall be based on the demonstrated capabilities and skills of the prospective Vendor in relation to the needs of the services to be provided as set forth in this RFP.

29.2. The NH Department of Corrections shall award a Contract based on cost, ability to provide services: immediate availability, demonstrated credentials and correctional experience, financial stability and references.

29.3. References shall be submitted. Please provide a list of all current clients with contact information and former clients with contact information for the past two (2) years.

29.4. The NH Department of Corrections reserves the right to accept or reject any proposal and to waive any minor irregularities in any proposal.

30. Written Narrative and Description of Evaluation Criteria:

30.1. The NH Department of Corrections is seeking prospective Vendors for Outpatient Renal Hemodialysis Services to be used over an extended period of time as identified in Section One (1), Brief Description, Terms and Conditions of this RFP. It is important that the prospective Vendor(s) demonstrate a sound presence in the market, capability and skill to provide requested services, and long term viability judged by financial stability.

30.2. Prospective Vendors shall provide a concise one to two page written narrative in the form of a Cover Letter, on the organization’s letter head, identifying the following information: Ability to Provide Services, Financial Stability, Organizational Resources and Capability and References.

30.2.1. Total Estimated Cost

- for the “*Best Interest of the State*” the total estimated cost shall carry the most weight under the Proposal Review and Evaluation process.

30.2.2. Ability to Provide Services

- ability to provide immediate services upon an approved contract by the Governor and Executive Council.
- credentials and correctional experience demonstrated through qualifications/ licensures/certifications of employees who will be providing requested services.

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30.2.3. Financial Stability, Organizational Resources and Capability

- demonstrate financial stability by providing financial statements, preferably audited, for two (2) consecutive years and copies of any quarterly financial statements prepared since the end of the period reported by your most recent annual report. Acceptable financial verification must include one of the following; please check off and submit with your Proposal one of the following:

Check	Description
<input type="checkbox"/>	a copy of the organization's most recent full set of financial statements
<input type="checkbox"/>	a copy of the organization's audited set of financial statements from an independent CPA firm

- description of organizational resources and capability. Evidence demonstrating that your organization possesses adequate organizational resources to meet consumer demand. Evidence may include, but is not limited to: implementation plan, staffing resources, equipment: type, age and whether the equipment is owned or leased as it relates to the scope of services requested outlined in this RFP, operation and quality controls. Evidence demonstrating your organization's history, mission, size, ownership and structure (Corporation, LLC, Sole Proprietor, Non-Profit et cetera.).

30.2.4. References

- description of work experience to include previous customers served and number of years the prospective Vendor has been providing said services.

31. Scoring of Evaluation Criteria:

31.1. Table of Scoring Criteria:

Category	Total Points Per Category
Total Estimated Cost: (70 points)	70
Ability to Provide Services: (15 points)	15
31.1.1. Immediate Availability: Immediate start of services upon approval of a contract (7.5 points) 31.1.2. Credentials and Correctional Experience (7.5 points)	
Financial Stability, Organizational Resources & Capability: (10 points)	10
31.1.3. Financial Stability (5 points) 31.1.4. Evidence of Organizational Resources and Capability (5 points)	
References: (5 points)	5
31.1.5. References (5 points)	
Total of all Categories	100

Note: The Financial Stability, Organizational Resources & Capability of contracted Vendor is of great importance to New Hampshire Department of Corrections. A Vendor that does not score at least 8 out of 10 points, upon evaluation, in the Financial Stability section of the Capability, Organizational Resources & Capability category may be required to provide further financial information for the possibility of making their score satisfactory. In the event that the information provided does not satisfy the Department, NHDOC may, at its own discretion, remove the Vendor from the RFP and contract procurement process in the best interest of the State. (See Item 30: "Written Narrative and Description of Evaluation Criteria," herein for specifications).

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32. Schedule of Events (Timetable):

32.1. Table of Events and Important Dates:

Event #	Description of Event	Date of Event
1	RFP Issued	January 5, 2010
2	Written Inquiries Due	January 19, 2010
3	DOC Posts Answers to Inquiries	January 25, 2010
4	RSVP Letter of Intent to attend Vendors Conference	January 27, 2010
5	Vendor Conference	January 29, 2010
6	Proposals Due	February 8, 2010
7	Best & Final Offer	If Necessary
8	Contract Finalization	February/March 2010
9	Approval by the Governor and Executive Council	April 2010
10	Expected Services Start Date	May 1, 2010, or, upon G&C approval, which ever is later.

Note: The above Table of Events and Important Dates may be altered at any time by the Department with the exception of No. 7 – “Proposals Due”. The Vendor’s Proposals Due date cannot be changed in order to maintain the integrity of the public contract procurement process of the State of NH except for the reasons as stated in section - 18.4 of the Terms and Conditions of this RFP.

33. Award of Contract:

33.1. A Contract may be awarded to more than one (1) Vendor. The Vendor may bid on the services needed for both the Northern NH Correctional Facility and the Southern NH Correctional Facilities.

34. Special Notes:

34.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.

The remainder of this page is intentionally blank.

Vendor Initials: _____

PROPOSAL FOR:

The provision of Outpatient Renal Hemodialysis Services for the NH Department of Corrections (locations listed in Exhibit A). This section is for the purpose of ensuring that the Vendor has included all the required information to submit a Proposal. Partial Proposals of services for any region shall not be accepted.

Responding to RFP Number: NHDOC (10-04-GFMED)

LOCATION OF SERVICES:

Northern NH
Correctional Facility
(Regional Area)

Southern NH
Correctional Facilities
(Regional Area)

PLEASE TYPE OR CLEARLY PRINT IN THE SPACES PROVIDED BELOW.**OFFER:**

The undersigned hereby proposes to furnish to the STATE OF NEW HAMPSHIRE, the services as described in the PROPOSAL in accordance with the specifications contained herein. The signer of the Vendor below signifies the assent of the Vendor to all of the Terms and Conditions of this RFP.

1. VENDOR: _____
Name of Organization (As written on the Certificate of Good Standing)

2. ADDRESS: _____
Street Address (Physical Address of the Organization - NO PO Box #'s)

City or Town

State

Zip Code

3. SIGNATURE: _____ INITIALS: _____

4. DATE SIGNED: _____

5. TITLE OF SIGNATORY: (Title of signatory) _____

6. NAME OF SIGNATORY: (Name of signatory) _____

7. CONTACT PERSON: (Contact person if different from signatory) _____

8. TELEPHONE: (Telephone number of contact person) _____

9. E-MAIL: (E-mail of contact person) _____

10. FAX: (Fax number of contact person) _____

Vendor Initials: _____

FORMAT FOR SUBMISSION:

- Please submit **one (1) original** and complete proposal for the Northern and Southern NH Correctional Facilities (Regional Areas) signed in **blue ink**. This original copy must be typed or clearly printed in **black ink**. All corrections **must be initialed**. Submit **two (2) copies** of the original Proposal and **one (1) CD**. **Proposals that are not completed or unsigned may be considered "technically non-compliant."** Any proposal(s) received after the deadline may be considered **"technically non-responsive,"** and the Vendor will be notified by the NH Department of Corrections with the Proposal sent back to the Vendor unopened and unevaluated. Proposals must be **sealed** or they shall not be accepted. Do not staple any part of your proposals. Use only binder clips to secure and separate your proposals. **Vendors MUST initial the bottom corner of each page of their Proposal.**

If interested in submitting a proposal for these services, please fully complete, execute and return the following documentation in the sequence below:

- ☐ Cover Page
 - Title of RFP
 - RFP Number
 - Vendor's Organizational Name
 - Submission Date
- ☐ Cover Letter (see criteria, section 30.2. within the RFP)
- ☐ Proposal Cover Sheet (this document may be found within the RFP)
- ☐ Request for Proposal, Terms and Conditions (initial every page)
- ☐ Contract Form P-37, version 1/09; ([P-37 Document](#))
 - Please fully execute: Items 1.3, 1.4, 1.5, 1.11, and 1.12, in front of a Notary Public or Justice of the Peace and have them fill out Items 1.13, 1.13.1, and 1.13.2.
 - NOTE: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE P-37 AS FOUND ON THE CERTIFICATE OF GOOD STANDING.
- ☐ Exhibit A – Scope of Services (initial every page)
- ☐ Exhibit B – Estimated Budget (initial every page)
- ☐ Exhibit C – Special Provisions (initial every page)
- ☐ Certificate of Good Standing (not included herein; must be provided by Vendor, please see below for further instructions)
- ☐ Certificate of Authority (execute and submit only the one that applies to your entity) ([Attachment 4 Corp w/ Seal](#), [Attachment 4b w/o Seal](#), , [Attachment 4c Sole Proprietor](#), [Attachment 4d Partnership](#));
 - NOTE: THE NAME OF THE VENDOR'S ORGANIZATION MUST BE WRITTEN ON THE CERTIFICATE OF AUTHORITY AS FOUND ON THE CERTIFICATE OF GOOD STANDING.
- ☐ Certificate of Insurance (not included herein; must be provided by Vendor, please see below for further instructions)
- ☐ Comprehensive General Liability Insurance Acknowledgement Form ([Comprehensive General Liability Insurance Acknowledgement Form](#));
- ☐ Alternate W-9 Form ([W-9 Document](#));
- ☐ Statement of Financial Stability;
- ☐ References.

All documentation listed above is necessary for the successful completion and submission of Proposals. All attachments are located on the following webpage: <http://www.nh.gov/nhd/doc/business/rfp.html> under the heading "*TOOLS AND RESOURCES FOR BIDDERS*." (Direct link to above document web page: <http://www.nh.gov/nhd/doc/business/RFPBiddingTools.htm>)

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OTHER NECESSARY FORMS (Not included on the above web page, must also be provided by the Vendor):

- ❑ **Certificate of Good Standing: (NOT INCLUDED HEREIN, must be provided by Vendor)**
(This document can be found as a link on this webpage) In order to obtain a Certificate, write directly to the Secretary of State, Corporate Division, State House Room 204, 107 North Main Street, Concord, NH 03301- 4989. Requests must include the complete name of the company as it is registered with the Office of the Secretary of State and a check for (CALL FOR FEES) made payable to the State of New Hampshire. In the event that you need to expedite the request, you may fax the request to (603) 271-3247 or go in person to request a copy and you will be billed (CALL FOR FEES) for the expedited service. Include your mailing address, corresponding check number, telephone and fax numbers. You will receive a fax of the Certificate in addition to a mailed copy.

- ❑ **Certificate of Insurance: (NOT INCLUDED HEREIN, must be provided by Vendor)** You must contact your Insurance provider and follow their processes to get this form **pursuant to section 14 and 15 of the State Long Form Contract** (Link: [P-37 Document](#)). The NH Department of Corrections, PO Box 1806, Concord, NH, 03302-1806 **must** be listed at the Certificate Holder on the document. Once obtained you may include it with your responding Proposal(s). If necessary you may have your insurance provider fax the NH Department of Corrections a copy of the form. Faxes are to be sent to: (603) 271-5639, care of the Contract Administrator.

- ❑ **The Certificate of Insurance must provide the following:**
 - Shall designate the NH Department of Corrections as the Certificate Holder;
 - Shall designate the Certificate Holder's address as indicated above;
 - Shall designate a ten (10) day written cancellation clause;
 - Shall provide, for the life of the contract, the minimum General Liability coverage to be no less than \$2,000,000.00 per each occurrence and \$2,000,000.00 general aggregate;
 - Shall provide proof and identify limits and expiration dates of Workers' Compensation coverage;
 - Shall provide proof and identify limits and expiration dates of Professional Liability coverage.

The remainder of this page is intentionally blank.

Vendor Initials: _____

1. Description of Services, Location and Duration:

- 1.1. The Contractor shall provide Outpatient Renal Hemodialysis Services for the period from 5/1/2010 through 4/30/2012.
- 1.2. This Contract may be renewed for an additional period of up to two (2) years with mutual agreement of the parties and upon approval by the Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.
- 1.3. The Northern Correctional Facility (NCF), Berlin, NH, NH State Prison for Men (NHSP-M), Secure Psychiatric Unit (SPU), Concord, NH, and the NH State Prison for Women (NHSP-W), Goffstown, NH locations requiring this service are listed below and marked with an X:

Northern Region - NHDOC Northern NH Correctional Facility Location

<input checked="" type="checkbox"/>	Northern Correctional Facility (NCF)	138 East Milan Road,	Berlin, NH 03570
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Southern Region - NHDOC Southern NH Correctional Facility Locations

<input checked="" type="checkbox"/>	NH State Prison for Men (NHSP-M)	281 North State Street,	Concord, NH 03301
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<input checked="" type="checkbox"/>	Secure Psychiatric Unit (SPU)	281 North State Street,	Concord, NH 03301
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<input checked="" type="checkbox"/>	NH State Prison for Women (NHSP-W)	317 Mast Road,	Goffstown, NH 03045
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2. Provision of Renal Hemodialysis Services:

- 2.1. Written Protocol: The New Hampshire Department of Corrections (NHDOC) and the End-Stage Renal Disease (ESRD) Dialysis Unit will mutually develop a protocol governing specific responsibilities, policies and procedures to be used in rendering dialysis services to inmates at the ESRD Dialysis Unit, including but not limited to:
 - 2.1.1. Development/implementation of individual inmate care plans relative to the provision of dialysis services;
 - 2.1.2. NHDOC will provide for interchange of information necessary for the care of the inmate;
 - 2.1.3. NHDOC will provide to the Vendor a contact person whose responsibilities include coordination of inmate health care;
 - 2.1.4. The ESRD will document on the NHDOC consultation form at the end of each treatment, the results of the dialysis treatment and any follow up care/orders needed to maintain the inmate's health status.
- 2.2. Inmate Information: The NHDOC shall ensure that all appropriate medical and administrative information accompanies all inmates at the time of transfer or referral to the ESRD Dialysis Unit. This information shall include, but is not limited to, where appropriate on the NHDOC consultation form:
 - 2.2.1. Inmate's name, ID number, date of birth and Copies of appropriate medical records, including history of inmate's illness, including laboratory and x-ray findings
 - 2.2.2. Treatment currently provided to the inmate, including medications;
 - 2.2.3. Name, address and telephone number of the nephrologist with admitting privileges at the ESRD Dialysis Unit that referred inmate to ESRD Unit;
 - 2.2.4. Any advanced directives executed by the inmate;
 - 2.2.5. Prescription for treatment.
- 2.3. Specific Services Provided by the Parties:
 - 2.3.1. The NHDOC shall have the responsibility for arranging the transportation of the inmate to and from the ESRD Dialysis Unit, including the selection of the

Vendor Initials: _____

mode of transportation. The use of restraint devices for safety and security purposes are of the sole discretion of the NHDOC staff providing the transportation services and will be utilized in accordance with the NHDOC policy and procedure directive governing proper application of said devices;

- 2.3.2. The NHDOC shall be responsible for ensuring the inmate is medically stable to undergo such transportation and for treatment at the ESRD Dialysis Unit;
- 2.3.3. The NHDOC shall be responsible for all costs of transportation associated with the transfer of the inmate to and from the ESRD Dialysis Unit and the NHDOC facility. If emergency transportation of an inmate by ambulance to a nearby hospital is required the NHDOC shall be responsible for the cost of transportation.
- 2.4. Admission Criteria:
 - 2.4.1. The inmate's attending nephrologist and the NHDOC's Chief Medical Officer shall determine the need for a transfer or referral of an inmate from a NHDOC facility to the ESRD Dialysis Unit. When such a determination has been made, the NHDOC will immediately notify the ESRD Dialysis Unit in writing;
 - 2.4.2. After a decision is made to admit an inmate by a nephrologist with admitting privileges at the ESRD Dialysis Unit and the Chief Medical Officer of the NHDOC, the ESRD Dialysis Unit will accept responsibility for the treatment of the inmate and subject to the inmate's satisfying the ESRD Dialysis Unit's criteria for admission and continued treatment, the ESRD Dialysis Unit will provide dialysis services to said inmate;
 - 2.4.3. The NHDOC will receive confirmation from the ESRD Dialysis Unit that it will accept the inmate, and all necessary admission documentation will be completed by the NHDOC and sent, in advance, to the ESRD Dialysis Unit.
- 2.5. Discontinuation of Services on an Individual Level:
 - 2.5.1. The Vendor may immediately, for a temporary period, discontinue the provision of dialysis service to any inmate of the NHDOC who, in their sole discretion, does not observe the established responsibilities, policies and procedures of the ESRD Dialysis Unit. The ESRD Dialysis Unit must provide written documentation of the violation(s), which the inmate has committed, or, is suspected of committing, either by action or non-action, within a 24-hour period to the NHDOC;
 - 2.5.2. After a discontinuation of services has occurred due to a violation of ESRD Dialysis Unit policies and procedures to gain acceptance back by the ESRD Dialysis Unit the inmate must petition the ESRD Dialysis Unit, in writing sent by certified mail, for the restoration of privileges to outpatient renal hemodialysis services of the ESRD Dialysis Unit. The ESRD Dialysis Unit may, by their own discretion, accept or deny the petition and must do so within ten working days of receipt of the petition. The inmate may petition the ESRD Dialysis Unit once in a thirty-day period from the issuance date of the notice of discontinuation of services and thirty-days after the issuance date of a notice of denial of a previous petition;
 - 2.5.3. With documented cause, the ESRD Dialysis Unit may request in writing to the NHDOC that the "temporary" discontinued status of the inmate be changed to a "permanent" discontinued status, if approved by the NHDOC Chief Medical Officer or designee renal hemodialysis services by the Vendor will no longer be available to the inmate and the inmate will no longer be able to petition the Vendor for services.

Vendor Initials: _____

2.6. Standards of Care:

- 2.6.1. The Dialysis Unit will conform to standards not less than those required by any applicable laws and regulations of any local, state or federal regulatory body, and the same may be amended from time to time;
- 2.6.2. The Vendor will provide only dialysis services and will perform no other services, medical or otherwise, except as such services shall relate to, or, are an integral part of the provision of dialysis services. These additional services are to be included in the cost per visit price and the NHDOC will not be charged for any additional costs above the per visit rate as indicated in Exhibit B;
- 2.6.3. The Vendor shall retain all management and administrative prerogatives and responsibilities, as would normally be assumed by the owner and operator of a medical facility;
- 2.6.4. Without limiting the generality of the foregoing, the Vendor agrees to provide dialysis services at the ESRD Dialysis Unit as follows:
 - 2.6.4.1. to operate the ESRD Dialysis Unit as a renal dialysis facility under the Medicare End Stage Renal Disease ("ESRD") Program and if required, as a properly licensed medical facility under state laws and regulations;
 - 2.6.4.2. to provide all necessary equipment, personnel, supplies and services required for the operation of the ESRD dialysis Unit including a business manager or administrator;
 - 2.6.4.3. to establish, modify and implement, policies and procedures concerning the administration of the ESRD Dialysis Unit including purchasing, personnel staffing, inventory control, equipment maintenance, accounting, legal, data processing, medical record keeping, laboratory, billing, collection, public relations, insurance, cash management, scheduling and hours of operation;
 - 2.6.4.4. to provide to the NHDOC information on all aspects of the management of the inmates' care related to the provision of dialysis services, including directions on management of medical and non-medical emergencies, including, but not limited to, bleeding/hemorrhage, infection/bacteria, and care of dialysis access site and disinfect ion of dialysis access site.
- 2.7. HIPAA: The parties expressly agree to comply with all applicable patient information privacy and security regulations set for in the Health Insurance Portability and Accountability Act ("HIPAA") final regulations for Privacy of Individually Identifiable Health Information by the federal due date for compliance, as amended from time to time.
- 2.8. Access to Books and Records: Until the expiration of four years after the furnishing of the services provided under this Agreement, the Vendor will make available to the Secretary, United States Department of Health and Human Services, and the United States Comptroller General, and their representatives, a copy of this Agreement and such books, documents and records of the Company that are necessary to certify the nature and extent of any cost incurred by the NHDOC.
- 2.9. Notices: All notices pursuant to this Agreement shall be in writing and shall be given by depositing said notices in the United States registered or certified mails, return receipt requested, addressed to the parties at addresses as may hereafter be specified by any party or parties. All notices given in the manner prescribed in this section shall be deemed properly served upon receipt.

3. Total Populations for all relevant NH Department of Corrections Facilities:

- 3.1. Gender Based Populations: (NOT APPLICABLE)
- 3.2. Location Based Populations: (NOT APPLICABLE)

Vendor Initials: _____

4. General Service Provisions:

- 4.1. The NH Department of Corrections designee, Joyce Leeka, Medical Operations Administrator shall contact the Vendor when service is needed. A list of NH Department of Corrections, Nursing Coordinators will be provided to the Vendor upon awarding the contract.
- 4.2. The Vendor must furnish the required tools and equipment necessary to provide the requested services of the Contract.
- 4.3. The Vendor agrees to comply with all rules and regulations of the NH Department of Corrections.
- 4.4. Upon agreement of both parties, additional facilities belonging to the NH Department of Corrections may be added to the contract. If it is necessary to increase the price limitation of the contract this provision will require Governor and Executive Council approval.
- 4.5. The Vendor will be responsible for providing the Name, Date of Birth (DOB), and Social Security number of all employees the Vendor plans to assign to work at the NH Department of Corrections facilities. The NH Department of Corrections will do a criminal record check on all prospective workers who might be assigned to any NHDOC facility. Anyone who is found to have a criminal record shall not be allowed to work at these facilities. Names must be submitted to the Medical Operations Administrator, Joyce Leeka at least seven (7) days before the persons are to work on-site. This rule applies for any new Vendor employees that are assigned to work at any NH Department of Corrections facility. This policy applies for the duration of the Contract.
- 4.6. The Contractor shall ensure that NH State licensed professionals provide the services required. The Contractor and its staff must possess the credentials, licenses and/or certificates required by law and regulations to provide the services required.
- 4.7. In the event that the Vendor should change ownership for any reason whatsoever, the NH Department of Corrections shall have the option of continuing under the Contract with the Vendor or its successors or assigns for the full remaining term of the Contract, continuing under the Contract with the Vendor or, its successors or, assigns for such period of time as determined necessary by the NH Department of Corrections, or terminating the Contract.
- 4.8. Declaration of Liaison:

The Vendor shall, within five (5) days after the award of the Contract: submit a written identification and notification to NH Department of Corrections of the name, title, address, telephone number, fax number and e-mail address of one (1) individual within its organization as a duly authorized representative to whom all correspondence, official notices and requests related to the Vendor's performance under the Contract.

 - 4.8.1. Any written notice to the Vendor shall be deemed sufficient when deposited in the U.S. mail, postage prepaid and addressed to the person designated by the Vendor under this paragraph.
 - 4.8.2. The Vendor shall have the right to change or substitute the name of the individual described above as deemed necessary provided that any such change is not effective until the Commissioner of the NH Department of Corrections actually receives notice of this change.
 - 4.8.3. Changes of the named Liaison by the Vendor must be made in writing and forwarded to: NH Department of Corrections, Medical Operations Administrator, c/o Joyce Leeka, 105 Pleasant Street, Concord, NH 03301.

Vendor Initials: _____

4.9. Vendor Contract Liaison Responsibilities:

The Vendor shall designate a representative to act as liaison between the Vendor and NH Department of Corrections for the duration of the Contract. The representative shall be responsible for:

- 4.9.1. representing the Vendor on all matters pertaining to the Contract. Such a representative shall be authorized and empowered to represent the Vendor regarding all aspects of the Contract;
- 4.9.2. monitoring the Vendor's compliance with the terms of the Contract;
- 4.9.3. receiving and responding to all inquiries and requests made by NH Department of Corrections in the time frames and format specified by NH Department of Corrections in this RFP and in the Contract; and
- 4.9.4. meeting with representatives of NH Department of Corrections on a periodic or as-needed basis to resolve issues which may arise.

4.10. NH Department of Corrections Contract Liaison Responsibilities:

The NH Department of Corrections Commissioner of Corrections, or designee, shall act as liaison between the Vendor and NHDOC for the duration of the Contract. NH Department of Corrections reserves the right to change its representative, at its sole discretion, during the term of the Contract, and shall provide the Vendor with written notice of such change. NH Department of Corrections representative shall be responsible for:

- 4.10.1. representing NH Department of Corrections on all matters pertaining to the Contract. The representative shall be authorized and empowered to represent NH Department of Corrections regarding all aspects of the Contract subject to the New Hampshire Governor and Executive Council approval, where needed;
- 4.10.2. monitoring compliance with the terms of the Contract;
- 4.10.3. responding to all inquiries and requests related to the Contract made by the Vendor, under the terms and in the time frames specified by the Contract;
- 4.10.4. meeting with the Vendor's representative on a periodic or as-needed basis and resolving issues which arise; and,
- 4.10.5. informing the Vendor of any discretionary action taken by NH Department of Corrections pursuant to the provisions of the Contract.

4.11. Reporting Requirements:

The Vendor shall provide reports as requested below:

- 4.11.1. monthly summary of services provided by inmate, and;
- 4.11.2. monthly summary of services provided by facility;
- 4.11.3. any information requested by the NH Department of Corrections.

4.12. Performance Evaluation: NH Department of Corrections shall, at its sole discretion:

- 4.12.1. monitor and evaluate the Vendor's compliance with the terms of the contract;
- 4.12.2. the NH Department of Corrections Bureau of Quality Improvement, Compliance and Research Director may meet with the Vendor at a minimum of twice (2) a year to assess the performance of the Vendor relative to the Vendor's compliance with the contract as set forth in the approved Contract document;
- 4.12.3. review reports submitted by the Vendor. NH Department of Corrections shall determine the acceptability of the reports. If they are not deemed acceptable, NH Department of Corrections shall notify the Vendor and explain the deficiencies;
- 4.12.4. request additional reports the NH Department of Corrections deems necessary for the purposes of monitoring and evaluating the performance of the Vendor under the Contract.

Vendor Initials: _____

5. Other Contract Provisions:

5.1. Modifications to the Contract:

In the event of any dissatisfaction with the Vendor's performance, the NH Department of Corrections will inform the Vendor of any dissatisfaction and will include requirements for corrective action.

5.1.1. The Department of Corrections has the right to terminate the Contract, if the NH Department of Corrections determines that the Vendor is:

5.1.1.1. not in compliance with the terms of the Contract, or;

5.1.1.2. as otherwise permitted by law or as stipulated within this Contract.

5.2. Coordination of Efforts:

The Vendor shall fully coordinate his or her activities in the performance of the Contract with those of the NH Department of Corrections. As the work of the Vendor progresses, advice and information on matters covered by the Contract shall be made available by the Vendor to NH Department of Corrections as requested by NH Department of Corrections throughout the effective period of the Contract.

6. Bankruptcy or Insolvency Proceeding Notification:

6.1. Upon filing for any bankruptcy or insolvency proceeding by or against the Vendor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Vendor must notify the NH Department of Corrections immediately.

6.2. Upon learning of the actions herein identified, the NH Department of Corrections reserves the right at its sole discretion to either cancel the Contract in whole or in part, or, re-affirm the Contract in whole or in part.

7. Embodiment of the Contract:

7.1. The Contract between the NH Department of Corrections and the Vendor shall consist of:

7.1.1. the Request for Proposal (RFP) and any amendments thereto;

7.1.2. the proposal submitted by the Vendor in response to the RFP; and/or

7.1.3. a negotiated document (Contract) agreed to by and between the parties that is ratified by a "meeting of the minds" after careful consideration of all of the terms and conditions and that which is approved by the Governor and Executive Council of the State of New Hampshire.

7.2. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the negotiated document noted in 6.1.3. shall govern.

7.3. The NH Department of Corrections reserves the right to clarify any contractual relationship in writing with the concurrence of the Vendor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Vendor's proposal and/or the result of a Contract.

8. Cancellation of Contract:

8.1. The Department of Corrections may cancel the Contract at any time for breach of Contractual obligations by providing the Vendor with a written notice of such cancellation.

8.2. Should the NH Department of Corrections exercise its right to cancel the Contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Vendor.

8.3. The NH Department of Corrections reserves the right to terminate the Contract without penalty or recourse by giving the Vendor a written notice of such termination at least sixty (60) days prior to the effective termination date.

Vendor Initials: _____

9. Vendor Transition:

NH Department of Corrections, at its discretion, in any Contract resulting from this RFP, may require the Vendor to work cooperatively with any predecessor and/or successor Vendor to assure the orderly and uninterrupted transition from one Vendor to another.

10. Audit Requirement:

Contractor agrees to comply with any recommendations arising from periodic audits on the performance of this contract, providing they do not require any unreasonable hardship, which would normally affect the value of the Contract.

11. Additional Items/Locations:

Upon agreement of both party's additional equipment and/or other facilities belonging to the NH Department of Corrections may be added to the Contract. In the same respect, equipment and/or facilities listed as part of the provision of services of the Contract may be deleted as well.

12. Employee Information:

The Contractor shall be responsible for providing the name, DOB and Social Security number of all employees the contractor plans to assign to work at the NH Department of Corrections facilities. The NHDOC shall do a criminal record check on all prospective workers who might be assigned to any departmental facility. Anyone who is found to have a criminal record may not be allowed to work at these facilities. Names must be submitted to the Medical Operations Administrator at least seven (7) days before work is scheduled to begin. Any new employees that are assigned to work at any NH Department of Corrections facility, the same rules apply for the duration of the Contract.

13. Special Notes:

- 13.1. The headings and footings of the sections of this document are for convenience only and shall not affect the interpretation of any section.
- 13.2. The NH Department of Corrections reserves the right to require use of a third party administrator during the life of the Contract.
- 13.3. Any tool the Contractor needs to provide or perform the required services must be inventoried before entering and leaving the facility.
- 13.4. Locations per Contract year may be increased/decreased and or reassigned to alternate facilities during the Contract term at the discretion of the Department. Locations may be added and/or deleted after the awarding of a Contract at the discretion of the Department and upon mutual agreement of the Commissioner of the Department of Corrections and the Vendor.
- 13.5. In the event that the NH Department of Corrections wishes to add or remove facilities at which the Contractor is to provide services, it shall:
 - 13.5.1. give the Contractor fourteen (14) days written notice of the proposed change; and
 - 13.5.2. secure the Contractor's written agreement to the proposed changes.
- 13.6. Notwithstanding the foregoing, or any provision of this Agreement to the contrary, in no event shall changes to facilities be allowed that modify the "Completion Date" or "Price Limitation" of the Agreement without approval by Commissioner of Corrections and the Governor and Executive Council of the State of New Hampshire.

Vendor Initials: _____

The Vendor proposes to provide Outpatient Renal Hemodialysis Services for New Hampshire Department of Corrections (Department) inmates in conformance with all terms and conditions of this RFP.

The pricing information quoted by the Vendor in Exhibit B represents the total price for providing all services, materials and supplies according to the provisions and requirements specified in the RFP, which shall remain in effect until the Contract completion date as listed on the State Contract form P-37, version 1/09, section 1.7 - Completion Date.

AUTHORIZED SIGNATURE

DATE

NAME AND TITLE OF SIGNOR (Please Type)

THE VENDOR ASSUMES ALL RISKS THAT ACTUAL FUTURE FIGURES MAY VARY DUE TO INCREASES IN INMATE POPULATION.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” from the Vendor(s) submitting acceptable and /or potentially acceptable proposals. The “*BEST AND FINAL OFFER*” would provide the Vendor(s) the opportunity to amend or change its original proposal to make it more acceptable to the State. NH Department of Corrections reserves the right to exercise this option.

If the NH Department of Corrections determines it is in the best interest of the State, it may seek a “*BEST AND FINAL OFFER*” which shall provide the NH Department of Corrections the opportunity to modify volume indicators, if applicable, identified in Exhibit B, of the RFP. Such request of the New Hampshire Department of Corrections would provide the Vendor(s) the opportunity to amend or change its original proposal(s) to make it more acceptable to the State. The NH Department of Corrections reserves the right to exercise this option.

Financial responsibility for preparation of proposals is the sole responsibility of the Vendor. The solicitation of the Vendors’ Proposal (Request for Proposals) shall not commit the Department to award a Contract.

Financial commitment by the NH Department of Corrections shall not occur until such time as the Governor and the Executive Council of the State of New Hampshire approve a Contract.

Vendor Initials: _____

1. Method of Payment:

- 1.1. Services are to be invoiced monthly commencing thirty (30) days after the start of service. Due dates for monthly invoices will be the 15th of the month following the month in which services are provided.
- 1.2. Invoices shall be submitted no later than sixty (60) days post date of services rendered.
- 1.3. Invoices shall be sent to the NH Department of Corrections, Division of Medical/Forensic Services, and Attn: Medical Operations Administrator, PO Box 1806, Concord, NH 03302-1806. All invoices remitted for payment shall be submitted using the appropriate Centers for Medicare & Medicaid Services (CMS) 1500 Claim Form.
- 1.4. Once approved, the original invoices shall be sent to the Department's Bureau of Financial Services for processing and issuance of payment.
- 1.5. The NH Department of Corrections may make adjustments to the payment amount identified on a Vendor's monthly invoice. The NH Department of Corrections shall suspend payment to an invoice if an invoice is not submitted in accordance with the instructions established by the NH Department of Corrections.
- 1.6. The NH Department of Corrections Bureau of Financial Services may issue payment to the Contractor within thirty (30) days of receipt of an approved invoice. Invoices shall be itemized by facility and contain the following information:
 - 1.6.1. invoice date & number, facility name and associated Contractor account number (if applicable) representing the facility name;
 - 1.6.2. quantity, description and inmate name associated with services rendered;
 - 1.6.3. Centers for Medicare & Medicaid Services (CMS) Composite Rate plus ten (10) percent.
 - 1.6.4. itemized service/product total charge per service/product type.
- 1.7. Payment shall be made to the name and address identified in the Contract as the "Contractor" unless: (a) the Contractor has authorized a different name and mailing address in writing or; (b) authorized a different name and mailing address in an official State of New Hampshire Contractor Registration Application Form; or (c) unless a court of law specifies otherwise. The Contractor shall not invoice federal tax. The State's tax-exempt certificate number is 026000618W.

2. Fee Structure for Outpatient Renal Hemodialysis Services:

- 2.1. Outpatient Renal Hemodialysis rates shall be based on the Centers for Medicare & Medicaid Services End-Stage Renal Disease (ESRD) composite rate payment system plus 10% as implemented through the NH Legislature in the passage of House Bill (HB) Two (2) which adopted the language of Senate Bill 185 that states:
 - 2.1.1. Medical Services for State Prisoners. Amend RSA 623-C:2, I and II to read as follows: (a) Except as provided in subparagraphs (b) through (d), *the Department of Corrections or its agent shall pay health care facilities and hospitals* 110 percent (110%) of the Medicare allowable rate for inpatient, *outpatient*, or emergency room care provided for prisoners in state correctional facilities. *In this chapter, health care facilities mean ambulatory and specialty-medical services centers licensed under RSA 151, and shall include but not be limited to surgical, rehabilitation, long term, oncology, and dialysis centers, but shall not include physician practices and community health care clinics.*
 - 2.1.2. Using the 2009 CMS ESRD Pricer, the Vendor shall respond with a rate that is reasonable based on the annual publication of composite rates in the Federal Register. The Vendor may submit requests for increase per visit rates as the rates are adjusted by CMS and published in the Federal Register by submitting a letter to the New Hampshire Department of Corrections Medical Operations Administrator with the attached materials from CMS within sixty (60) days of the rate changes.

Vendor Initials: _____

3. Outpatient Renal Hemodialysis Fee Schedule:

- 3.1 Northern NH and Southern NH Correctional Facilities
- 3.2. Outpatient Renal Hemodialysis per Session Service/Treatment Rate (based on CMS ESRD PC Pricer for NH based facilities).

Name of Bidder: _____
(as found on the State of NH Certificate of Good Standing to include DBA names)

Scenerio	Hypothetical Patient Conditions	Area Wage Index	Per Session Service/Treatment Rate
a.	Relatively healthy, no comorbidities		
b.	Muliple comorbidities		
c.	Elderly, low BMI, & hospitalization		
d.	Pediatric		
Indicate if base rate includes:		If yes, please check	If no, indicate the add-on cost associated with the base rate
Drug Add-on		<input type="checkbox"/>	
Provider Type		<input type="checkbox"/>	
Budget Neutrality Factor		<input type="checkbox"/>	

The remainder of this page is intentionally blank.

Vendor Initials: _____

1. There are no additional provisions set forth in this Exhibit, Special Provisions, to be incorporated as part of this Contract.

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Vendor Initials: _____

**RSVP: LETTER OF INTENT TO ATTEND VENDOR'S CONFERENCE
TO CONTRACT WITH THE NEW HAMPSHIRE DEPARTMENT OF CORRECTIONS
DIVISION OF MEDICAL AND FORENSIC SERVICES**

Required Letters of Intent to attend Vendor's Conference must be received at the NH Department of Corrections by the deadline below:

Check	Description	Deadline
<input type="checkbox"/>	Letter of Intent to attend Vendor's Conference	No later than 10:00AM, EST on January 27, 2010

Letters of Intent can be faxed to 603-271-5639 and/or e-mailed to: jleeka@nhdoc.state.nh.us

To: NH DOC Headquarters
Attn: Joyce Leeka
PO Box 1806
Concord, NH 03302-1806

Re: Letter of Intent for RFP NHDOC 10-04-GFMED

APPLICANT INFORMATION

Legal Name of Agency:	
Officer Authorized to Sign a Contract:	
Street Address:	
City, State and Zip Code:	
Telephone:	
Fax:	
E-mail address:	
Contact Person and Title:	

I understand that proposals are due by 2:00 PM, EST on 2/8/2010 and will not be accepted after that time.

(to be signed by contact person listed above).

Please indicate below the RFP Number, RFP Name and Location of Service(s) for which your agency intends to submit a proposal(s) for:

RFP Number:	RFP Name:	Location of Service(s):

Vendor Initials: _____